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November 19, 2004

Via Hand Delivery

Lawrence H. Norton, Esq.
General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

RE: MUR 5390 - Robert Mitchell Delk

Dear Mr. Norton:

This is a response on behalf of Robert Mitchell Delk to the letter, dated September 30, 2004, notifying him of the Federal Election Commission's ("FEC's" or "Commission's") reason-to-believe finding in this matter. In particular, the Commission claims that Mr. Delk violated the Federal Election Campaign Act of 1971, as amended, ("FECA") by consenting to various Freddie Mac payments, which qualify as political contributions. However, as described in greater detail below, the payments at issue do not qualify as political contributions, and even if they were to qualify, Mr. Delk did not consent to the making of such contributions.

We note that the Commission apparently did not find reason-to-believe against Mr. Delk regarding the claims of violations made in the original Public Citizen complaint, which initiated this MUR. Rather, the reason-to-believe finding stems solely from a subsequent voluntary submission made by Freddie Mac, with participation by Mr. Delk, regarding other activities. Please note that Mr. Delk's counsel, along with Freddie Mac counsel, attended the initial meeting with FEC staff to discuss this voluntary submission. Unlike Public Citizen, Freddie Mac did not claim in its submission that violations occurred, but made the submission following a briefing of its safety and soundness regulator, the Office of Federal Housing Enterprise Oversight, which has no expertise or jurisdiction under FECA.

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I. Applicable Law

FECA generally prohibits federally chartered corporations, including Freddie Mac, from making corporate contributions at the federal, state, or local level. 2 U.S.C. § 441b(a). Prior to November 6, 2002, contributions to the building fund of a national party committee were exempt from the definition of contribution, and thus exempt from this prohibition. A corporate executive, such as Mr. Delk, may be personally liable under FECA only if he "consents" to the making of an illegal corporate contribution. 11 C.F.R. § 114.2(e).

II. Payments to Epiphany Productions, Inc.

The Commission claims that Freddie Mac made impermissible contributions by (1) paying Epiphany Productions, Inc. ("Epiphany") to organize fundraisers, and (2) reimbursing Epiphany for certain expenses, such as blast fax charges, related to fundraising activity.¹ However, Freddie Mac's compensation arrangement with Epiphany was for political and public policy consulting services provided to Freddie Mac and not for individual volunteer fundraising services. Indeed, even if the payments were somehow to be viewed as having been for such fundraising purposes (which they were not), Mr. Delk did not consent to payments for those fundraising services or to any reimbursements for related expenses.

A. Payments to Epiphany Were Not for Fundraising Services

Freddie Mac entered into an agreement with Epiphany on June 22, 1999, which has been annually renewed to the present ("Consulting Agreement"), pursuant to which Epiphany provides political and public policy consulting services to Freddie Mac. See Attachment 1 (Copy of Agreement). When negotiating the Consulting Agreement with, and hiring, Epiphany on behalf of Freddie Mac, Mr. Delk had no discussions or understanding with Epiphany as to whether Mr. Delk's individual volunteer fundraising activity were part of the Consulting Agreement. See Attachment 2 (Affidavit of Mr. Delk). Rather, under the Consulting Agreement,

¹ The Commission brings into question \$2,221.06 in reimbursements that Epiphany refunded to Freddie Mac. Please note, however, that just because Epiphany refunded the reimbursements does not mean that the expenses were related to the fundraisers. Rather, as stated in the Commission's Factual and Legal Analysis, Freddie Mac sought those refunds because it could not confirm that those expenses were related to specific non-political activity. Indeed, to pursue these expenses, the Commission must have more evidence than the mere fact that Freddie Mac does not have the records to affirmatively connect the expenses to non-political activity. Otherwise, the Commission would be making an unfounded presumption that every payment is political unless the respondent can affirmatively prove otherwise, a standard never contemplated under FECA.

Epiphany has provided, and continues to provide, Freddie Mac with the following services:

- (1) advice on political and public policy matters involving the Republican leadership in Congress, including advice as to how to lobby that leadership,
- (2) providing insight into the House Republicans' policy and political agenda as well as the legislative and regulatory processes,
- (3) helping to arrange meetings with certain Republican members,
- (4) until November 2002, determining the amount and timing of Freddie Mac's permissible Building Fund contributions to national party committees, and
- (5) assisting Freddie Mac in organizing certain non-campaign events, such as inaugural and convention events, which were all paid for by Freddie Mac.

Epiphany was hired because it was well qualified to provide the above services, given that Epiphany's President, Julie Wadler, is the former Finance Director of, and consultant to, the National Republican Congressional Committee. See id. Ms. Wadler is also a consultant to numerous Republican House leaders, Republican House caucus members, and their leadership PACs.

The fundraisers in question were not corporate Freddie Mac events, as were the other events that Epiphany worked on pursuant to the Consulting Agreement, but instead, were hosted by Mr. Delk on an individual volunteer basis. The Consulting Agreement only covers services provided on behalf of Freddie Mac and not personal events hosted by its employees. Thus, Epiphany's services in connection with these fundraisers were not provided under the Consulting Agreement. In fact, although the last fundraiser was hosted by Mr. Delk in early 2003, Freddie Mac continues to retain Epiphany to the present under the same terms as it did in prior years.

The fact that services related to Mr. Delk's fundraisers were outside of the Consulting Agreement is apparent given that while Epiphany billed Freddie Mac, under the Consulting Agreement, for expenses related to its consulting services, it did not bill Freddie Mac for expenses related to Mr. Delk's fundraisers. Indeed, when it was discovered that Epiphany, due to an accounting error, mistakenly billed Freddie Mac for some fundraising-related blast fax charges, Epiphany promptly refunded Freddie Mac for those reimbursements. See

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Attachment 3 (Letter from Epiphany). We also understand that Epiphany billed, and obtained payments from, the campaigns or another permissible source for its fundraising services. Moreover, Freddie Mac paid Epiphany the same as (and in some cases, less than) the amount it paid its other political consultants who provided similar services as Epiphany but did not engage in any fundraising activity. By the end of 2003, Freddie Mac retained between thirty to forty-five political consultants. See list of consultants attached to Delk Affidavit.

Epiphany appears to have worked on Mr. Delk's fundraisers because of its interest in representing, and maintaining its relationship with, the Republican leadership and not as part of its obligations to Freddie Mac. In other words, Epiphany appears to have been helping with the fundraisers more as a representative of the campaign rather than as a representative of Freddie Mac or Mr. Delk. Moreover, Epiphany made money from these fundraisers in that it billed, and was paid by, the candidate's campaign or a permissible source for its services.

B. Mr. Delk Did Not Consent to the Making of a Political Contribution

Even if one were to erroneously conclude that Freddie Mac paid Epiphany for fundraising services, Mr. Delk did not engage in activity that would rise to the level of having "consented" to the making of a contribution. In particular, such consent requires an executive to know of, and acquiesce to, the use of corporate funds to make a political contribution. United States v. Boyle, 482 F.2d 755, 765-766 (D.C. Cir. 1973).

In this case, Mr. Delk did not know, or acquiesce to, the factual elements necessary to constitute a corporate contribution by Freddie Mac. For example, regardless of whether Epiphany actually worked on the fundraisers as part of its Consulting Agreement with Freddie Mac, Mr. Delk did not have an understanding that Epiphany's fundraising services were being provided under such Agreement. Thus, to the extent he approved any payments to Epiphany, he did not consent to pay for fundraising services but rather for political consulting services. This is also the case regarding any reimbursements that Freddie Mac may have paid to Epiphany for expenses (such as blast fax charges).

Moreover, as a factual matter, contrary to the Commission's claim that Mr. Delk "reviewed and approved" Epiphany invoices, many of the invoices were reviewed, and the Check Request Forms authorizing the payment of the invoices were signed, by one of Mr. Delk's assistants, Sonya Chichester (f/k/a Sonya Washington) or Danna Fischer, without any involvement by Mr. Delk. See Attachment 4 (Affidavit of Sonya Chichester); see also Delk Affidavit. Even in those instances where Mr. Delk did sign the Check Request Form, the accompanying

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invoices were reviewed by one of the above assistants and not by Mr. Delk. Mr. Delk merely signed these Request Forms, without reviewing the attached invoices, as an officer of Freddie Mac, *pro forma*, along with a stack of other invoices from various vendors, which he understood had been reviewed by his assistants and were for the legitimate services contemplated under the service agreement. Thus, authorizing and consenting to payments for legitimate political and public policy consulting services does not constitute legal "consent" even if the Consultant had erroneously provided fundraising services in exchange for those payments.

III. RGA Contribution

Prior to November 6, 2002, Freddie Mac supported the Republican Governors Association ("RGA") by contributing to the Republican National Committee's exempt building fund account ("Building Fund"), as permitted under FECA. The \$150,000 contribution at issue was the second installment of a \$250,000 commitment that Freddie Mac made to the Republicans so that Freddie Mac representatives could attend several RGA events. See Attachment 5 (Affidavit of Wayne Berman, RGA's Honorary Finance Chairman); see also Delk Affidavit.

The first \$100,000 installment was properly deposited into the Building Fund and the \$150,000 contribution was supposed to be deposited into the Building Fund as well. In fact, when Mr. Delk was solicited for the \$250,000 commitment, he instructed Mr. Berman that contributions from Freddie Mac must be deposited into the Building Fund. Moreover, Mr. Delk personally delivered at least one of the two contribution installments to Mr. Berman, at which point he again instructed Mr. Berman that Freddie Mac contributions must be deposited into the Building Fund. See id. Mr. Berman also recalls receiving a letter from Mr. Delk along with this contribution, similar to the letter provided with the first installment, instructing the RGA to deposit the check into the Building Fund. See id. After Mr. Delk discovered that the second installment for \$150,000 was misdeposited by the RGA, he had it promptly refunded.

At the time of the contribution, Freddie Mac had procedures in place under which contributions had to be (1) accompanied by a letter instructing the recipient that the contribution be used in compliance with applicable law, *e.g.*, only for "building fund purposes," and (2) reviewed by a designated compliance officer. Mr. Delk does not know if these procedures were followed regarding the \$150,000 contribution given that he was not involved in processing or approving the contribution check. It makes sense that Mr. Delk would not be involved in this process given that he is not the designated compliance officer referred to in the above compliance procedures. Rather, it appears that the contribution check in this case was processed, and the Check Request Form authorizing this payment was signed, by one of Mr. Delk's assistants. See Delk and Chichester Affidavits.

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Although Mr. Delk was not involved in processing or approving the contribution check, he believed that the above compliance procedures had been followed in processing the check, as they had been for prior contributions to the Building Fund (and had no reason to believe otherwise). Moreover, as discussed above, Mr. Delk also asked Mr. Berman in person to make sure that the contribution was deposited into the Building Fund. Thus, even if the contribution had not been properly designated to the Building Fund, Mr. Delk cannot be viewed as "consenting" to such contribution in that he had more than a reasonable basis to believe that such designation occurred.

IV. Payments to The Leger Co., Inc.

The Commission claims that Mr. Delk violated FECA by consenting to payments made to The Leger Co., Inc. ("Leger") for fundraising related services and to reimburse Leger for possible fundraising related expenses. However, Mr. Delk was not responsible for hiring Leger nor did he work directly with Leger. Mr. Delk was also not involved in dealing with Leger on any particular matter. Rather, Clarke Camper was the Freddie Mac executive responsible for hiring and managing the relationship with Leger.

Moreover, it appears that Mr. Delk did not sign any of the Check Request Forms authorizing payments to Leger, but rather, Mr. Delk's assistants signed those Forms. For example, Mr. Delk did not sign the Check Request Form for a payment to Leger, dated May 5, 2003, which the Commission claims was for catering expenses related to a fundraiser. See Delk and Chichester Affidavits. More importantly, Mr. Delk had no reason to believe that Freddie Mac was paying Leger for fundraising services or reimbursing Leger for any fundraising-related expenses. Thus, Mr. Delk cannot be viewed as having consented to any political contributions as a result of payments made to Leger.

V. Corporate Facilitation of Contributions

The Commission claims that Mr. Delk somehow engaged in impermissible facilitation of contributions by using corporate staff to assist in soliciting very senior executives of Freddie Mac for political contributions. Citing 11 C.F.R. § 114.2(f). However, Section 114.2(f)(4) expressly exempts from the definition of "facilitation" solicitations that are aimed solely to the executive and administrative personnel of the company, as was the case here. The Commission has also confirmed this in numerous Advisory Opinions. See, e.g., FEC, AO 1984-13. Thus, Mr. Delk's internal solicitation of Freddie Mac executives falls squarely within this exemption from the definition of "facilitation" as well as from the corollary definition of "contribution" under 11 C.F.R. § 114.1(a)(2)(i).

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As for Ella Lee, the assistant to Leland Brendsel (who was at that time the Chairman of Freddie Mac), she reported to Mr. Brendsel and not Mr. Delk. Moreover, Mr. Delk did not direct Ms. Lee to send contribution checks to Friends of Senator Rockefeller or Friends of Rahm Emanuel. See Delk Affidavit. Based on the documents submitted by Freddie Mac, these two are the only campaigns to which Ms. Lee appears to have sent executive contribution checks.

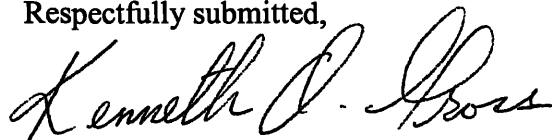
Even if Mr. Delk had directed Ms. Lee to send out, or had himself sent out, executive contribution checks, a corporate officer may be liable under FECA only if he consents to an impermissible corporate contribution. 11 C.F.R. § 114.2(e). There is nothing in the rules that holds a corporate officer liable for consenting to the facilitation of a contribution.

VI. Expense Payments to Mr. Delk

The Commission claims that Mr. Delk violated FECA by receiving payments for the cost of two fundraising dinners held in March 1999. However, other than certain indirect inferences, neither the Commission nor Freddie Mac nor Mr. Delk has any direct evidence that these payments were actually for a fundraising dinner. Given the stale nature of these dinners and the memories and records surrounding them, and the statute of limitations having practically run on the dinners, the Commission should not pursue this matter.

For the aforementioned reasons, we request that the Commission cease taking any further action in this matter.

Respectfully submitted,



Kenneth A. Gross
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LLP



Ki P. Hong
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LLP

Attorneys for Robert Mitchell Delk

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MUR 5390 – Robert Mitchell Delk

Attachment 1 (Copy of Agreement)

CONSULTING AGREEMENT

Made this 22nd day of June, 1999 by and between Federal Home Loan Mortgage Corporation ("Freddie Mac"), which has a place of business at 8100 Jones Branch Drive, McLean, Virginia 22102, and Epiphany Productions, Inc. ("Contractor"), which has its principal place of business at 1501 Lee Highway, Suite 210, Arlington, Virginia 22209.

This Consulting Agreement (this "Agreement") covers the provision by Contractor of consulting services to Freddie Mac. The following exhibits are hereby made part of this Agreement by reference: (1) Terms and Conditions (Exhibit 1), (2) Scope of Work (Exhibit 2) and (3) Consultant Travel Policy (Exhibit 3).

The following information will apply for purposes of this Agreement, as further explained in the Terms and Conditions attached hereto as Exhibit 1:

Freddie Mac Project Manager:	Mitchell Delk at (202) 434-8610
Contractor Project Manager: and Assigned Consultant	Julie Wadler at (703) 741-0595
Term:	4/1/99 through 12/31/99
Fees:	\$3,000.00 monthly retainer
Maximum Fees:	Not to Exceed: \$27,000.00
Maximum Total Compensation:	Not to Exceed: \$27,000.00

AGREED TO AND ACCEPTED:**EPIPHANY PRODUCTIONS, INC.****FEDERAL HOME LOAN
MORTGAGE CORPORATION**By: Julie WadlerBy: H. Nancy HanTitle: PresidentTitle: Manager, Contracting

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Exhibit 1

Terms and Conditions

1. Scope and Standard of Services

- a) The scope of the services to be provided by Contractor hereunder (the "Services") are described in the Scope of Work attached to this Agreement as Exhibit 2. The Freddie Mac Project Manager (as selected by Freddie Mac from time to time) will be Contractor's primary contact for Services performed under this Agreement. The Freddie Mac Project Manager will have the right to coordinate all Services performed by Contractor pursuant to this Agreement.
- b) The Services will be performed by Contractor in a highly professional manner consistent with the quality provided by other top firms providing comparable services in the Washington, D.C. metropolitan area, and in accordance with all applicable legal requirements, the requirements of this Agreement and such additional general requirements as may be established by Freddie Mac from time to time (such as, but not limited to, policies concerning building access, security, diversity and non-discrimination). All individuals whom Contractor selects to perform services on behalf of Contractor hereunder will be experienced, properly trained, licensed (if legally required) and otherwise qualified and capable of performing in accordance with the requirements of this Agreement. Contractor represents and warrants that it has and will maintain all licenses and permits necessary to perform the Services.
- c) The Services will be performed in accordance with such timeframes as the Freddie Mac Project Manager shall require, subject to the approval of Contractor. During the term of the Agreement, Contractor will provide weekly status reports to Freddie Mac which outline Contractor's progress towards completion of the Services in accordance with previously established timeframes and will include such other information related to the Services (including, if requested, copies of draft deliverables) as Freddie Mac may request.
- d) Freddie Mac's right to approve individuals performing Services hereunder is a material inducement to Freddie Mac to enter into this Agreement. Accordingly, the Services will be performed exclusively by Ms. Julie Wadler.

2. Compensation

- a) Freddie Mac will pay Contractor for Services rendered under the Agreement at a monthly retainer of Three Thousand Dollars (\$3,000.00) as indicated on the front page (the "Cover Page") of this Agreement. In addition, subject to the advance approval of the Freddie Mac Project Manager, Contractor will be reimbursed for its reasonable out-of-pocket travel expenses directly incurred in the performance of the Services, subject to the provisions of the Consultant Travel Policy attached hereto as Exhibit 3.
- b) On a monthly basis, Contractor will submit to the attention of the Freddie Mac Project Manager invoices that include a description of the Services performed during the previous month. Reimbursable out-of-pocket expenses will be listed separately on each invoice. Each invoice will be accompanied by invoices and such other documentation as may be necessary or requested by Freddie Mac to verify the charges set forth therein. Freddie Mac will pay for Services performed and reimbursable expenses incurred within thirty (30) days after receipt of any properly documented monthly invoice, provided that all requirements of the Agreement have been completed in a satisfactory and timely manner. In the event of any questions or disputes related to any invoice, Freddie Mac will pay the undisputed portion of the invoice within thirty (30) days after receipt and will pay any remaining amounts within twenty (20) days after all questions and disputes have been resolved to Freddie Mac's satisfaction. Final authorization for payment will be made by the Freddie Mac Project Manager.

3. Term: Termination

- a) The term of the Agreement (the "Term") will commence and terminate on the dates set forth in the Cover Page, unless the Term is extended by mutual agreement of the parties or sooner terminated pursuant to the provisions of the Agreement. Freddie Mac reserves the right to terminate the Agreement for any reason in its sole discretion upon ten (10) days' notice to Contractor. Notwithstanding the provisions of Section 10(i) below, notice will be deemed sufficient if made by telephone and confirmed in writing within ten days, said writing to be sent in the manner provided in Section 10(i), in which event notice will be deemed to have been given at the time of the telephone call.
- b) If Freddie Mac terminates the Agreement for convenience only and not due to a breach of Contractor's representations, warranties or other agreements under the Agreement, then subject to the requirements and limitations set

forth in Section 2 above, Freddie Mac will pay Contractor for all Services rendered and reimbursable out-of-pocket expenses incurred under the Agreement prior to the date of termination. In the event that termination occurs prior to the elapse of any full calendar month, the retainer shall be payable on a daily pro-rata basis, calculated on the actual number of days in the month during which the termination occurred. It is expressly understood that, in the event of any termination of this Agreement (including both terminations for default and terminations for convenience), Freddie Mac will be entitled to receive all materials prepared by Contractor in connection with the Agreement, including without limitation, any draft deliverables and other work in progress.

4. Confidential Information

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- a) The parties hereto acknowledge that, in order for Contractor to perform the Services, it may be necessary or desirable for Freddie Mac to disclose confidential and proprietary information and trade secrets belonging to Freddie Mac and, possibly, third parties. Contractor hereby agrees to treat any and all information gained by it as a result of or in connection with the Services or this Agreement (the "Information") and all materials developed or prepared by Contractor based on the Information ("Derivative Documentation," which term is intended to include, without limitation, all deliverables prepared by Contractor under this Agreement) as strictly confidential, whether or not the Information has been specifically marked or otherwise designated as such. Contractor further agrees that it will neither disclose nor permit the disclosure by its officers, employees, agents or subcontractors of any Information or Derivative Documentation to anyone outside of Freddie Mac, nor otherwise use or permit its officers, employees, agents or subcontractors to use the Information or Derivative Documentation for any purpose at any time, except to the extent necessary to perform the Services or as ordered by a court of competent jurisdiction. Contractor acknowledges that the foregoing prohibition against disclosure applies, without limitation, to officers, employees, agents and subcontractors of Contractor who do not need to know or receive the Information and Derivative Documentation in connection with the performance of the Services.
 - b) Contractor will ensure that all copies of the Information and Derivative Documentation are marked "Confidential" in a prominent location on the first page of each such document or copy. Furthermore, if Contractor intends or anticipates that it may be required for any reason to release or disclose the Information, the Derivative Documentation or any portion thereof, Contractor will provide prompt notice of such requirement to Freddie Mac and will take such other actions as may be necessary or reasonably requested by Freddie Mac to provide to Freddie Mac a

reasonable opportunity to respond in such manner as Freddie Mac deems appropriate to prevent or limit the release or disclosure of such Information and Derivative Documentation.

- c) Contractor agrees that it will not, without the prior written consent of Freddie Mac, copy or permit copies to be made of the Information, the Derivative Documentation or any portion thereof, except to the extent necessary to perform the Services. All Information, all Derivative Documentation and all copies of the Information and the Derivative Documentation (including, without limitation, hard copies and word processing and other computer files and any deliverables), will be returned or turned over to Freddie Mac promptly upon termination or completion of the Services or, if earlier, upon written demand by Freddie Mac.
- d) The terms "Information" and "Derivative Documentation" do not include any information which (i) is generally available to the public, other than as a result of a breach of this Agreement, (ii) is provided to Contractor on a nonconfidential basis by a third party which is not itself under any confidentiality obligation with respect to the information, or (iii) is independently developed by Contractor without use of or reference to the Information, the Derivative Documentation or any portion thereof. In addition, this Agreement will not be deemed to prevent Contractor from disclosing Information or Derivative Documentation to the extent such a disclosure is required by the order of a court of competent jurisdiction, provided that Contractor complies with the notice and other requirements of subsection (b) above.

5. Contractor's Warranties

- a) Contractor represents and warrants that:
- (i) all materials provided or prepared by or on behalf of Contractor hereunder will be original and created by Contractor or its subcontractors; Contractor is (or, as to materials to be created in the future, will be) the owner of the entire right, title and interest in and to such materials and has the right to provide title to such materials to Freddie Mac in accordance with the provisions of Section 6 below; and said rights are not subject to any prior agreement, liens or other rights which may interfere with or impair the rights of Freddie Mac under this Agreement;
- (ii) the materials prepared or furnished by or on behalf of Contractor hereunder do not and will not violate or infringe on any patent, trademark, service mark, trade secret, copyright, right of privacy or right of publicity

or contain libelous matter, and Freddie Mac's proposed use of such materials will not violate any such rights.

(iii) if Contractor develops or provides to Freddie Mac any software or data under this Agreement, such software and/or data, and the medium in which the software and/or data, is provided to Freddie Mac will be free of any program, information, code and commands that (A) are designed to or could cause the software or data or any of Freddie Mac's hardware or software systems (the "Freddie Mac Systems") to malfunction or self-destruct, (B) are designed to or could cause damage to a computer, network or any information, program or data contained therein, or (C) are designed to or could enable unauthorized access or otherwise cause harm to the software or data or the Freddie Mac Systems, including, without limitation, computer "viruses," "time bombs," "worms," and "trap doors."

(iv) with respect to any software, data or files provided or used by Contractor in connection with this Agreement, the occurrence in or use by any such item of the date January 1, 2000 or any subsequent date(s) ("Millennial Dates") will not adversely affect the item's performance with respect to date-dependent data, computations, output or other functions (including, without limitation, calculating, comparing and sequencing), and each such item will create, store, process and output information related to or including Millennial Dates without error or omission. At Freddie Mac's request and upon reasonable notice, Contractor will, at no cost to Freddie Mac, provide evidence sufficient to demonstrate adequate testing of the item in question to ensure the item meets the requirements of this representation and warranty.

- b) Without limiting the provisions of Section 7(a) below, Contractor will indemnify Freddie Mac against and hold it harmless from any and all injuries, damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Contractor's breach of any of the representations and warranties set forth in this Section 5 or its alleged breach of any of the representations and warranties set forth in subsection (a)(i) or subsection (a)(ii) above.

6. Rights of Title

All reports, manuals, software, work products and any other materials developed, prepared by or worked upon by or on behalf of Contractor pursuant to the consulting agreement will belong exclusively to Freddie Mac, and Freddie Mac will have the right to obtain, free from any claim or retention of rights on Contractor's part, and to hold in Freddie Mac's name, any copyrights, trademark registrations, patents or whatever protection Freddie Mac may deem appropriate for such materials. Contractor agrees to provide to Freddie Mac all assistance

reasonably requested by Freddie Mac to perfect the rights hereinabove described, including, without limitation, executing all assignments and other papers necessary or appropriate to vest the entire right, title and interest in such materials in Freddie Mac and its successors and assigns or to enable Freddie Mac to obtain such protection for Freddie Mac's property interest in such materials as Freddie Mac deems advisable.

7. Indemnification and Insurance

- a) Contractor agrees to indemnify and hold harmless Freddie Mac and its directors, officers, agents and employees from and against any and all injuries, damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising from or related to any act or omission by Contractor, its subcontractors or their respective officers, agents or employees, or any breach of any of Contractor's representations, warranties or agreements hereunder.
- b) Contractor will carry, at its expense, complete and comprehensive insurance in the minimum amounts and types set forth below:
 - (i) Commercial general liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy will, at a minimum, insure Contractor against liability arising out of or from bodily injury, personal injury, property damage, advertising injury, products/completed operations and independent contractors and will include those coverages customarily found in a broad form general liability endorsement and broad form property damage extension.
 - (ii) Workers' compensation insurance providing statutory benefits.
 - (iii) Employer's liability insurance in the minimum amount of \$100,000/\$500,000/\$100,000.
 - (iv) Owned or non-owned automobile liability insurance in the minimum amount of \$100,000 each accident.

All such policies of insurance will (a) apply as primary insurance for any claims arising out of or related to this Agreement, (b) include deductibles not in excess of amounts approved by Freddie Mac; (c) be carried with companies rated A or better by A.M. Best; (d) name Freddie Mac as an additional insured, except that Freddie Mac need not be named an additional insured under Contractor's workers' compensation policy; (e) contain a requirement that Freddie Mac be given written notice at least thirty (30) days prior to cancellation; and (f) be maintained for the entire term of this Agreement and a period of one (1) year after the expiration or

termination of the Agreement. Contractor will provide to Freddie Mac certificates evidencing the coverages required hereunder (and, if requested, certified copies of the policies) concurrently with the execution of this Agreement and thereafter periodically upon request by Freddie Mac. The insurance requirements set forth in this Agreement will in no way be deemed to limit Contractor's liability under or related to the Services or this Agreement.

8. Conflict Of Interest

- a) During the Term and for a period of two (2) years after the completion of all Services under this Agreement, Contractor agrees that it will not provide or agree to provide, either directly or indirectly, services to the Office of Federal Housing Enterprise Oversight ("OFHEO"). During the Term and for a period of two (2) years after the completion of all Services under this Agreement, Contractor agrees that it will not provide or agree to provide, either directly or indirectly, services to the United States Department of Housing and Urban Development ("HUD") which involve or relate to Freddie Mac or the secondary mortgage market. Contractor represents and warrants that it has not provided any such services to OFHEO or HUD during the two (2) year period prior to the date of this Agreement.
- b) During the Term and for a period of two (2) years after the completion of all Services under this Agreement, Contractor will not assign or permit (to the extent within its control) any individual who performs Services for Freddie Mac under the Agreement to perform services for Fannie Mae or any other entity whose business involves the acquisition of residential mortgage loans in the secondary mortgage market. For purposes of this subsection (b), the actions of individuals who are no longer employed by Contractor will be deemed beyond Contractor's control if, and only if, Contractor complies with its obligations under subsection (c).
- c) Except to the extent waived by Freddie Mac in writing with respect to a particular individual or entity, Contractor will require all employees, subcontractors and agents which Contractor desires to assign to perform Services under the Agreement to execute the "Conflict of Interest Agreement" described below prior and as a condition to their assignment to perform such Services. The Conflict of Interest Agreement will provide that, for a period of two (2) years after performance of such Services, the individual or entity signing the agreement will not perform any services prohibited by the provisions of subsection (a) or subsection (b) above. The Conflict of Interest Agreement will specify that such individual's or entity's execution of the agreement is a condition to his or its assignment to perform Services for Freddie Mac, that the agreement is for the benefit of Freddie Mac and that the provisions of the agreement will survive the termination of

such individual's or entity's employment by or contract with Contractor. In addition to the foregoing, Contractor will include in each Conflict of Interest Agreement a provision comparable to subsection (d) below.

- d) To the extent any portion of this Section 8 is determined to be unenforceable by a court of competent jurisdiction, then the parties agree that such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and this Section 8, as so modified, will remain in full force and effect.

9. Permitted Changes

Notwithstanding anything to the contrary in this Agreement, Freddie Mac will have the right to make the following modifications to the Agreement (collectively, the "Permitted Changes") without Contractor's prior written consent:

- (i) extend the Term for up to twelve (12) months beyond the then-current expiration date of the Term; and/or
- (ii) renew the Term for one or more additional consecutive terms (each a "Renewal Term") of up to one (1) year apiece; and/or
- (iii) increase the fixed or maximum price payable by Freddie Mac under the Agreement.

If Freddie Mac desires to make a Permitted Change to the Agreement, Freddie Mac will issue an amendment to the Agreement which will be executed by Freddie Mac but will not require execution by Contractor (a "Permitted Amendment"). If Contractor is not willing to agree upon the Permitted Amendment, it will so notify Freddie Mac in writing within twenty (20) business days after the date of the Permitted Amendment. If Contractor fails to notify Freddie Mac in writing that it objects to the Permitted Amendment within the foregoing 20 business day period, Contractor will be deemed conclusively to have agreed upon the Permitted Changes included in the Permitted Amendment, and such Permitted Changes will automatically be binding upon both parties. It is the parties' intent that Freddie Mac will have the right to make Permitted Changes to the Agreement repeatedly during the Term, including any Renewal Term.

10. General

- a) In no event will Freddie Mac be liable to Contractor or any other individual or entity for indirect, incidental, special or consequential damages of any type whatsoever arising out of or relating in any manner to this Agreement, the termination of this Agreement or the performance or nonperformance of the parties' respective obligations hereunder, whether

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under a contract, tort or any other theory of liability. Subject to the foregoing, the rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

- b) Pursuant to 12 U.S.C. § 1452(e), Freddie Mac is exempt from all taxes levied by any state, county, municipality or local taxing authority (other than certain real property taxes). Nothing contained in this Agreement will be deemed to make Freddie Mac responsible for or otherwise obligate Freddie Mac to pay (whether directly or on a pass-through basis) any taxes from which Freddie Mac enjoys an exemption, however such taxes may be designated or levied pursuant to the Agreement.
- c) This Agreement constitutes the only agreement between Freddie Mac and Contractor relating to the subject matter hereof, and no representations, understandings or agreements, oral or otherwise, not herein contained will be of any force or effect. Any conflict between the various portions of this Agreement will be resolved in the following order of priority: (i) Cover Page, (ii) Terms and Conditions, and (iii) other exhibits.
- d) Except to the extent set forth in Section 9 above, no modification or waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No payment by Freddie Mac will be deemed to constitute an acceptance of any Services or a waiver of any of Freddie Mac's rights or remedies arising in connection therewith.
- e) This Agreement, and the rights and obligations of the parties created hereunder, will not be assignable or delegable by Contractor without the prior written consent of Freddie Mac, which consent may be granted or withheld in Freddie Mac's sole discretion. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, heirs, legal representatives, successors and assigns.
- f) The parties agree that Contractor is furnishing the Services as an independent contractor.
- g) This Agreement will be construed, and the rights and obligations of the parties hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provisions of the Agreement or the transactions governed hereby, the laws of the Commonwealth of Virginia will be deemed reflective of the laws of the United States.

- 26 413326
- h) The provisions of this Agreement are severable. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. In addition, if any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, the parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the parties to the maximum extent possible in accordance with applicable law.
 - i) All notices required or permitted under this Agreement will be in writing and will be sent to the parties at the addresses set forth in the preamble of the Agreement, or to such other addresses and to such other individuals of which either party may notify the other in a notice which complies with the provisions of this subsection. Notices to Freddie Mac will be sent to the attention of the Freddie Mac Project Manager (Mitchell Delk) at 1101 Pennsylvania Avenue NW, Suite 950, Washington, DC 20077. Notices to Contractor will be sent to the attention of Ms. Julie Wadler, at the address listed in the preamble for Contractor, on page one of this Agreement. All notices will be deemed given (i) when delivered by hand, (ii) one (1) day after delivery to a reputable overnight carrier, or (iii) three (3) days after placement in first-class mail, postage prepaid, return receipt requested.
 - j) Contractor will neither disclose, advertise, nor publish the fact that Contractor has contracted to furnish services to Freddie Mac nor disclose to the third party any details of connected with this Agreement without Freddie Mac's prior written consent.
 - k) The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 10(a), 10(d) and 10(i) of this Exhibit 1 will survive the expiration or earlier termination of the Term.
 - l) The captions in this Agreement are included for convenience of reference only and will not be construed to define or limit any of the provisions contained herein.
 - m) This Agreement does not provide to Contractor the exclusive right to furnish any goods or services to Freddie Mac. Freddie Mac expressly reserves the right to contract with others for the purchase of services comparable or identical to the Services hereunder.

epiphany productions
events.fundraising.development

June 9, 1999

Mr. Mitchell Delk
Senior Vice President
Government Relations
1101 Pennsylvania Avenue, NW
Suite 950
Washington, DC 20004

Dear Mitch:

This letter will confirm our agreement to enter into a consulting arrangement between epiphany productions and Freddie Mac.

The agreement stipulates that epiphany productions will provide political and public policy council to Freddie Mac. In that regard, we will provide advice and counsel to you, as the Senior Vice President of Government Relations, and other Freddie Mac employees regarding political and public policy matters that the corporation identifies as priorities. We will not represent Freddie Mac before Members of Congress or regulatory bodies unless expressly authorized by the corporation.

As we discussed, the contract will begin on April 1, 1999 through December 31, 1999. The monthly retainer for these services will be \$3,000, plus reasonable and necessary expenses authorized by the corporation.

Sincerely,



Julie Wadler
epiphany productions

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EXHIBIT 3

FREDDIE MAC CONSULTANT TRAVEL POLICY

AIR TRAVEL

- Travel time is to be paid by the contractor and not chargeable to Freddie Mac.
- Air fares for other than coach class must be approved in writing by an authorized representative of Freddie Mac.
- Unless otherwise approved by Freddie Mac, contractor is responsible for planning trips as far in advance as necessary in order to take advantage of discount air fares.
- The airline providing the lowest cost is to be booked regardless of the airline requested by the contractor.
- Non-refundable or "heavy penalty" airline tickets will not be purchased for travel unless there are no other options.

CAR RENTALS

- The lowest rates available should be obtained using Hertz, Avis, National or Budget.
- The number of cars rented should be kept to a minimum considering:
 - o business need
 - o number of people to be transported
 - o length of trip
 - o safety considerations
 - o traffic conditions to be encountered
- Personal use of rental cars will be kept to a minimum.
- Gas charges will be reimbursed.
- Toll road charges bridge tolls and parking will be reimbursed in addition to the mileage allowance.

EXHIBIT 3

Page 2

AUTOMOBILE TRANSPORTATION

- The standard IRS mileage rate will be used to reimburse contractor for use of his/her private automobile for Freddie Mac business purposes, including travel to and from the airport.
- Where a private automobile is used in lieu of air transportation for the personal convenience of the contractor, the reimbursement is limited to the lesser of the mileage allowance or the applicable discount air fare.
- Toll road charges, bridge tolls and parking will be reimbursed in addition to the mileage allowance.
- Taxi fare to and from the airport will be reimbursed.

LODGING

- Hotel room costs will be reimbursed at the rate for rooms at the Freddie Mac designated hotel or for a hotel offering a rate less than or equal to the rate offered by the Freddie Mac designated hotel.
- Meals and incidentals charged to a hotel room will be paid out of the meals and incidentals per diem.

MEALS AND INCIDENTALS

- Meals and incidental expenses will be reimbursed up to a maximum of \$65 per day.

LOCAL TRAVEL

- Mileage and toll charges to and from the primary Freddie Mac assignment location will not be reimbursed.

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MUR 5390 – Robert Mitchell Delk

Attachment 2 (Affidavit of Mr. Delk)

**Federal Election Commission
Affidavit of Robert Mitchell Delk**

I, Robert Mitchell Delk, under the penalty of perjury, state that to the best of my knowledge and reasonable belief:

1. I was the Senior Vice President for Government Relations at Freddie Mac from March 1991 to March 2004.
2. I hosted various fundraisers for federal candidates at Galileo Restaurant ("Galileo") while I was employed by Freddie Mac up until early 2003. These events were not Freddie Mac events. Rather, I hosted these fundraisers in my individual volunteer capacity and not in my capacity as an officer or employee of Freddie Mac. Either I or my wife, Amanda Delk, paid Galileo for the dinners served at these fundraisers. We made these payments to the restaurant as personal in-kind contributions to the candidates.
3. On June 22, 1999, Freddie Mac entered into an agreement ("Consulting Agreement") with Epiphany Productions, Inc. ("Epiphany") to provide political and public policy consulting services. This Agreement has been renewed annually and I understand that Epiphany is still retained by Freddie Mac in this capacity. I made the decision to hire, and negotiated the contract with, Epiphany.
4. Epiphany provided organizational services in connection with the individual volunteer fundraisers, described above, between 1999 and early 2003. When negotiating the Consulting Agreement with, and hiring, Epiphany on behalf of Freddie Mac, I did not have any discussions or understanding with Epiphany as to whether individual volunteer fundraising services, such as those related to the fundraisers I hosted, were part of the Consulting Agreement.
5. Epiphany was hired to provide political and public policy counsel to Freddie Mac. For example, Epiphany has advised, and continues to advise, Freddie Mac on political and public policy matters involving the Republican leadership in Congress, including advice as to how to lobby that leadership, providing insight into the House Republicans' policy and political agenda as well as the legislative and regulatory processes, helping to arrange meetings with, and gain access to, certain Republican members, and until November 2002, determining the amount and timing of Freddie Mac's permissible Building Fund contributions to national party committees. Epiphany has also assisted Freddie Mac in organizing certain non-campaign corporate events, such as inaugural and convention events, which were all paid for by Freddie Mac.
6. Epiphany was hired because it was well qualified to provide the services, described above in item 5, given that Epiphany's President, Julie Wadler, is a former Finance Director of, and current consultant to, the National Republican Congressional Committee. Ms. Wadler is also a consultant to numerous Republican House leaders, Republican House caucus members, and their leadership PACs.

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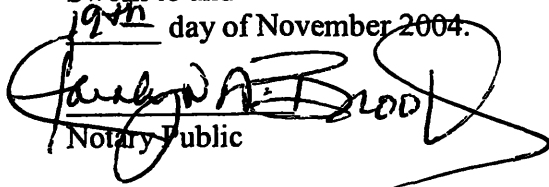
- 26044133832
7. Freddie Mac paid Epiphany the same as (and in some cases, less than) the amount it paid its other political consultants who provided similar services as Epiphany but did not engage in any fundraising activity. By the end of 2003, Freddie Mac retained between 30 to 45 political consultants, of which Epiphany was one. Attached is a list I created based on the public record and my recollection as to who some of these consultants were. I have redacted the names of the consultants whose relationship with Freddie Mac is not a part of the public record.
 8. I understand that Epiphany billed, and obtained payments from, the campaigns or some permissible source (other than Freddie Mac), for the services it provided in connection with the fundraisers I hosted. I also understand that Epiphany billed an amount that is comparable to what it bills other clients for similar fundraising services. Due to an accounting error, Epiphany mistakenly billed Freddie Mac for some of the fundraising-related blast fax charges. When this was discovered, Epiphany promptly refunded Freddie Mac for those reimbursements.
 9. As an officer of Freddie Mac, I was responsible for signing Check Request Forms (an internal Freddie Mac document authorizing the issuance of a corporate check) for invoices from Freddie Mac's political consultants, including for their service fees and reimbursements for expenses. I did not, however, sign many of these Check Request Forms. Rather, many of these invoices (including many from Epiphany) were reviewed, and the Check Request Forms authorizing the payment of the invoices were signed, by one of my assistants, Sonya Chichester (f/k/a Sonya Washington) or Danna Fischer, without any involvement by me. Also, even when I did sign Check Request Forms, the accompanying invoices were reviewed by one of the above assistants and not by me. I merely signed these Request Forms, without reviewing the attached invoices, along with a stack of other invoices from various vendors, which I understood had been reviewed by my assistants and were for the legitimate services contemplated under the relevant agreement.
 10. The \$150,000 contribution that Freddie Mac made to the Republican Governors Association ("RGA") in October 2002 was supposed to be deposited into the Republican National Committee's Building Fund ("Building Fund"). In particular, this contribution was the second installment of a \$250,000 commitment that I made on behalf of Freddie Mac to the Republicans so that Freddie Mac representatives could attend several RGA events. When Wayne Berman, the RGA's Honorary Finance Chairman, solicited me for this \$250,000 commitment, I told him that any contribution from Freddie Mac had to be deposited into the Building Fund. I personally delivered at least one of the two installments to Mr. Berman. During that visit, I again instructed Mr. Berman that any contribution from Freddie Mac had to be deposited into the Building Fund. I understand that the first \$100,000 installment was properly deposited into the Building Fund. After I discovered that the second installment for \$150,000 was misdeposited by the RGA, I had it promptly refunded.
 11. At the time of the contribution, Freddie Mac had procedures in place under which contributions had to be (1) accompanied by a letter instructing the recipient that

the contribution be used in compliance with applicable law, e.g., only for "building fund purposes," and (2) reviewed by a designated compliance officer. I do not know if these procedures were followed regarding the \$150,000 contribution given that I was not involved in processing or approving the issuance of the contribution check and I was not the designated compliance officer. It is my understanding that someone in Freddie Mac's Legal Department acted as such compliance officer and was responsible for approving the contribution check. Regardless, I have no reason to believe that the above policy was not followed regarding this contribution.

12. When one of my assistants received a notice from the RGA asking for the second installment of \$150,000, she informed me of it and I asked her to process the check. Processing the check included obtaining the necessary approval, described above. The Check Request Form authorizing this payment was signed by one of my assistants. Although I was not involved in processing or approving the contribution check, I believed (and had no reason to doubt) that the compliance procedures had been followed in processing the check, as they had been for prior contributions to the Building Fund.
13. I was not responsible for hiring The Leger Co., Inc. ("Leger") nor did I work directly with Leger. I was not involved in dealing with Leger on any particular matter. Rather, Clarke Camper was the Freddie Mac executive responsible for hiring and managing the relationship with Leger. I do not remember signing any Check Request Forms authorizing payments to Leger. Rather, these Check Request Forms may have been signed by one of my assistants. For example, I did not sign the attached Check Request Form for a payment to Leger, dated May 5, 2003. Moreover, I had no reason to believe that payments to Leger were in any way related to fundraisers.
14. Ella Lee, the assistant to Leland Brendsel (who was at that time the Chairman of Freddie Mac), reported to Mr. Brendsel and not me. I did not direct Ms. Lee to send contribution checks to Friends of Senator Rockefeller or Friends of Rahm Emanuel.


Robert Mitchell Delk

Sworn to and subscribed before me this
19th day of November 2004.


Notary Public

Carolyn A. Brooks
Notary Public District of Columbia
My Commission Expires 5/31/06

Government Relations Consultants

1. Smith-Free Group
2. Piper Rudnick
3. Bartlett & Bendall
4. Federalist Group
5. Geoffrey P. Gray
6. Alexander Strategy Group
7. Royer and Brooks
8. John T. O'Rourke
9. [REDACTED]
10. [REDACTED]
11. David L. Horne LLC
12. Equale & Assoc.
13. Covington & Burling
14. Winstead Consulting Group
15. Williams & Jensen
16. Washington Group
17. Epiphany
18. Walter/Edwards Group
19. [REDACTED]
20. [REDACTED]
21. [REDACTED]
22. Thelen Reid & Priest LLP
23. Velasquez Group, LLC
24. [REDACTED]
25. Ben Barnes
26. James E. Boland
27. Public Strategies
28. BKSH & Associates
29. Cassidy and Assoc.
30. Van Scoyoc Assoc.
31. Clark & Weinstock
32. [REDACTED]
33. Timmons and Co.
34. Alpine Group
35. Kimberly Kranys Cobb
36. David Distefano
37. ML Strategies
38. Catherine R. Nolan
39. Ryan Phillips Utrecht & MacKinnon
40. Romans & Assoc.

Ux

- AUTHORIZED SIGNATURES
- VENDOR'S ADDRESS ON INVOICE FROM VENDOR
- DOCUMENT DOLLAR AMOUNT ON VENDOR'S INVOICE

THIS ITEM WILL BE RETURNED IF THIS INFORMATION IS NOT INCLUDED.

Supervisor	Up to \$1,000
Manager	Up to \$25,000
Director	Up to \$100,000
Vice President	Up to Approved Dep. Budget
CEO/VP/SG	Up to Approved Div. Budget
Chairman/CEO	Up to Approved Corp. Budget
Vice Chairman/Pres	Up to Approved Corp. Budget

Voucher No. _____

Vendor No. _____

Invoice Type ☐ _____

Invoice Amount _____

Invoice No. _____

PO No. _____

Sep Chk. ☐ Cc ☐

Chk Desc _____

Prepaid/Void Date _____

Prepaid/Void No. _____

Alternate Payee _____

Department ID Approval.

Printed Name. Michel Del

Signature

True SVF-Govt Relations Date 5/5/2003

PO NUMBER

					B	S	1	7
--	--	--	--	--	---	---	---	---

Sonya Chicheste 1202 W 34th St 600
Requestor Phone 773 555 1234

Expenses for the month of February & March

Business Reason

Special instructions

Special Check Requisition Instructions? Circle One: YES NO

Call	Phone
(Freemove Mac Employee Name)	

Vendor. The Leader Company Inc

Address: 99912 Loran Road

Great Falls Virginia 22

ACCOUNTS PAYABLE DISTRIBUTION

[illegible]

TOTAL	2.902 42
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For Accounts Payable Use Only.

Approved By: N. J. Date: 11-1-65 Entered by:

Date: 11/1/90 Quality Control by

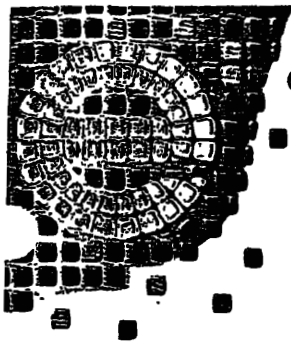
**SEND ORIGINAL INVOICE WITH SUPPORTING DOCUMENTATION TO ACCOUNTS PAYABLE,
PURCHASE ORDERS = MS B4V. NON-PURCHASE ORDERS = B4X**

**REMINDER: AP CUT-OFF IS 4:00PM ON THE 24TH OF EACH MONTH.
IF THE 24TH FALLS ON A WEEKEND OR HOLIDAY, THE CUT-OFF IS THE DAY BEFORE.**

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MUR 5390 – Robert Mitchell Delk

Attachment 3 (Letter from Epiphany)



epiphany productions
incorporated
■ events • fundraising • development

August 8, 2002

Attn: Ms. Sonya Washington
Freddie Mac
401 9th Street, NW, Suite 600
Washington DC, 20004

Dear Ms. Washington:

In reviewing our records, we recently discovered an accounting error on our invoices to Freddie Mac. Our invoices to Freddie Mac reflected certain expenses that should have been charged to other parties. These expenses totaled \$22,512.00 and are detailed on the enclosed account reconciliation. Accordingly, enclosed is a refund in the amount of \$22,512.00.

We apologize for the error and have updated our procedures to ensure this does not happen in the future.

Sincerely,

epiphany productions incorporated

Nicholas J. Boland
Chief Operating Officer

enclosures: Check No. 3340
Account Reconciliation

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26044133838

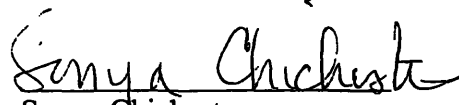
MUR 5390 – Robert Mitchell Delk

Attachment 4 (Affidavit of Sonya Chichester)

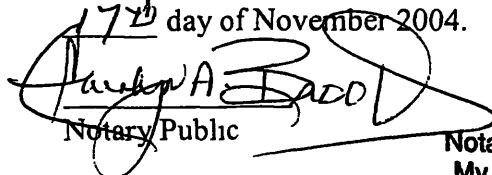
**Federal Election Commission
Affidavit of Sonya Chichester**

I, Sonya Chichester (f/k/a Sonya Washington), under the penalty of perjury, state that to the best of my knowledge and reasonable belief:

1. During calendar years 1999 through 2003, I worked at Freddie Mac as an Administrative Assistant to Mitchell Delk. Part of my responsibilities included receiving and reviewing invoices from vendors and preparing Check Requisition Forms for corporate payment of those invoices.
2. Political consultants were considered vendors. During this period, Freddie Mac retained 20 to 30 political consultants. Typically, they were paid a monthly retainer for their services plus expenses.
3. After I reviewed the invoices from political consultants and prepared the Check Requisition Forms, I would take the stack of materials to Mr. Delk for his signature. As an officer of Freddie Mac, Mr. Delk signed the Check Requisition Forms as a procedural matter for all of Freddie Mac's political consultants. I do not recall him reviewing the entire package or back up materials (which included the invoice from the vendor) attached to the Check Requisition Form. Rather, he would sign the Forms that I put before him in a routine and systematic manner without looking at the attached invoices.
4. To expedite the payment process, Danna Fischer (another Freddie Mac employee) or I signed Mr. Delk's name to many of the Check Requisition Forms. Mr. Delk never saw these Forms. Danna Fischer transferred from Freddie Mac's Legal Department to assist with the budget of, and expedite payments from, the Government Affairs Department. In fact, Danna Fischer or I signed Mr. Delk's name to many of the Check Requisition Forms authorizing payments to Epiphany Productions, Inc. ("Epiphany").
5. I have reviewed the attached Check Requisition Form dated May 5, 2003 for The Leger Company. Either Danna Fischer or I signed Mr. Delk's name on this Form.
6. I have reviewed the attached Check Requisition Form, dated October 24, 2002 for the Republican Governors Association ("RGA"). Either Danna Fischer or I signed Mr. Delk's name on this Form. When I received a notice from the RGA reminding us of the second installment (for \$150,000) of our overall \$250,000 commitment to the RGA, I told Mr. Delk and he instructed me to process the contribution. Otherwise, Mr. Delk was not involved in the processing or approval of this check.


Sonya Chichester

Sworn to and subscribed before me this
17th day of November 2004.


Notary Public

Carolyn A. Brooks
Notary Public District of Columbia
My Commission Expires 5/31/06

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OCT-24-2002 THU 10:14 AM FROM:RGA

ASS FAX:202+863+8561

PAGE 2



REPUBLICAN GOVERNORS ASSOCIATION
555 11TH STREET, NW, SUITE 700
WASHINGTON, D.C. 20004
PHONE: (202) 662-4920 FAX: (202) 662-4924
WWW.RGA.ORG

STATEMENT

Mr. Mitchell Dalk
Vice President, Government & Industry Relations
Freddie Mac

401 9th Street, NW, Suite 600 South
Washington, DC 20004

PH: 703-683-4482 FX: 703-683-4416

E-Mail: mitchell_dalk@freddiemac.com
(address correction requested)

Republican Governors Association Membership Dues

DATE: October 24, 2002

AMOUNT DUE: \$150,000

Please make checks payable to: Republican Governors Association

If you have any questions, please contact:
Susan Nelson at the RGA (202) 662-4149 / snelson@rga.org
Thank you for your support!

Please remit to:
Republican Governors Association
555 11th Street, NW, Suite 700
Washington, D.C. 20004
(202) 662-4920 phone (202) 662-4924 fax www.rga.org

*Contributions or gifts to the RGA are not deductible as charitable contributions for federal income tax purposes.
There is no statutory limit on the amount a corporation, individual or PAC may contribute to the RGA.
Contributions may be corporate or personal check. Contributions will not be used in connection with any federal
election. Contributions from foreign nationals are prohibited.*

Federal law requires us to report the following information:

EMPLOYER: _____

OCCUPATION: _____

PLEASE RETURN TO THE REPUBLICAN GOVERNORS ASSOCIATION

26044133841

Ux.

55:23

The Leger Company, Inc.

11112 Loran Road
Great Falls, Virginia 22066

703.404.6898, phone
703.307.2083, mobile phone
703.404.6899 facsimile
lizleger@thelegercompany.net

Attention:

Ms. Danna Fischer

CFO

Freddie Mac

401 9th Street, NW

Suite 600 South

Washington, DC 20004

Invoice Number 001515

Invoice Date March 26, 2003

Reference

Description	Period	Amount
Catering Acquisition Expenses	February and March 2003 (see attached sheets for breakdown of expenses)	\$2,902.42
Total Fees	Total Expenses	Total Fees
	\$2,902.42	Total Expenses \$2,902.42

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FREDDIE MAC
CATERING PROCUREMENT
for
Conference Room, Washington, DC

Date	Store	Purchase	Cost	Final Cost (with tax)
2.12.03	Crate & Barrel	(1) Cooler beverage glass Pattern: Impressions	2.50	2.50
		(1) Double beverage glass Pattern: Impressions	2.50	2.50
		TOTAL:		\$ 5.23 ✓
2.13.03	Crate & Barrel Outlet	(1) Flatware Set (4) 5 piece place settings Pattern: Willow	39.95	39.95
		(1) Goblet (10oz) Pattern: Gala	3.50	3.50
		(1) Wine (9oz) Pattern: Gala	3.50	3.50
		TOTAL:		\$ 49.22 ✓
2.14.03	Linens and Things	(2) packages of linen napkins	9.99ea	19.98
		TOTAL		\$ 20.88 ✓
2.20.03	Pier One	(4) sets salt & pepper shakers (each set includes 4 salt and 4 pepper shakers)	8.00	32.00
		(2) Straw trays	18.00	36.00
		TOTAL		\$ 71.06 ✓
2.25.03	Mesmereldas	(1) Set Pimpernel placemats (four mats to a set) Pattern: Daisy Composition	43.95	
		TOTAL		\$ 45.93 ✓

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2.26.03	Pier One (E. Market Street)	(20) Cups and Saucers Pattern: Essential Classic	2.40	48.00
		TOTAL		\$ 50.16

2.26.03	Pier One (Leesburg Pike)	(27) Coupe Mugs Pattern: Essential Classic	2.40	
		TOTAL		\$ 67.72

2.26.03	Pier One (Southbank)	(36) Dinner plates Pattern: Essential Classic	2.40	86.40
		(36) Rim Soup bowls Pattern: Essential Classic	2.40	86.40
		(72) Salad plates Pattern: Essential Classic	2.40	172.80
		(4) Serving Bowls Pattern: Essential Classic	4.00	16.00
		(4) Platters Pattern: Essential Classic	8.00	32.00
		(4) Charger Platters Pattern: Essential Classic	8.00	32.00
		TOTAL		\$ 444.75

3.2.03	Bed, Bath & Beyond	(1) Linen napkin	1.99	
		(1) Linen napkin	2.99	
		(1) Linen napkin	2.99	
		TOTAL		\$ 8.33

3.3.03	Crate & Barrel	(9) sets Flatware includes (4) 5 piece settings and (1) serving set (knife and fork) Pattern: Willow	59.99	539.55
		(4) 16pc sets beverage glasses* *includes 8 each of cooler and double glasses Pattern: Impressions	31.95	127.80
		(7) Cooler beverage glasses Pattern: Impressions	2.50ea	17.50
		(7) Double beverage glasses Pattern: Impressions	2.50ea	17.50
		(39) Goblets Pattern: Gala 10 oz	3.50	136.50

26044133846

		89) wine glasses Pattern: Gala 9 oz	3.50	136.50
		(2) Coffee Thermal Serving Carafes	29.95	59.90
		(5) Trays, Electric racks	7.95	39.75
		(2) Pitchers Pattern: Impressions	14.95	29.90
		(1) small wooden cutting board	4.95	4.95
		(4) Dish towels	3.95	15.80
		(2) Corkscrews	6.95	13.90
		(1) Stainless serving tongs	7.95	7.95
		(2) Stainless serving ladles	5.95	11.90
		(2) Stainless serving spoons	9.95	19.90
		(2) Stainless serving forks	8.95	17.90
		(1) Stainless dish rack	29.95	29.95
		(1) medium cutting board	9.95	9.95
		(1) large cutting board	17.95	17.95
		(2) Stainless Coffee Serving Carafes	24.95	49.90
		TOTAL		\$1,297.52 ✓
3.03.03	COSTCO	(2) 9 quart Stainless Chafing Dishes	54.99	109.98
		Sweet N Low	13.99	13.99
		Sugar	3.45	3.45
		Equal	13.89	13.89
		Salt	.79	.79
		Pepper	4.49	4.49
		Paper Napkins	5.99	5.99
		Plastic wrap	7.99	7.99
		TOTAL		\$ 167.61 ✓
3.03.03	Pier One	(2) sets Porcelain bowls (6 to a set, to be used to hold sugar substitute)	4.30	9.60
		(6) oval bread baskets	2.50	15.00
		TOTAL		\$ 25.71 ✓
3.03.03	Bed, Bath & Beyond	(6) porcelain Sugar Bowls	7.99	47.94
		(6) porcelain Creamers	7.99	47.94
		(2) 3 tier rolling carts	29.99	59.98
		(4) packages Sterno (for chafing dishes)	5.99	23.96
		(2) can openers	.99	1.98

		Kitchen Aid oven mitts	8.99	17.98
		(2) Kitchen Aid potholders	6.99	13.98
		TOTAL		\$ 223.38 ✓

3.03.03	Mesmereldas	(9) Sets of Pimpernel Mats Pattern: Daisy Composition	43.95	
		TOTAL		\$ 413.95 ✓

3.16.03	Bed, Bath & Beyond	(4) Sugar Bowls	7.99	
		TOTAL		\$ 31.96

3.20.03	Crate & Barrel Outlet	(2) Large Cream Pitchers	4.95	9.90
		TOTAL		\$ 10.35 ✓

		SUB TOTAL		\$2,933.76
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3.16.03	Bed, Bath & Beyond	(1) Three tier rolling cart - RETURNED ✓	-31.34	\$2,902.42 ✓
		GRAND TOTAL DUE		\$2,902.42

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MUR 5390 – Robert Mitchell Delk

Attachment 5 (Affidavit of Wayne Berman, RGA's Honorary Finance Chairman)


AFFIDAVIT

In February of 2002, I solicited a contribution for the Republican Governors Association's (RGA) annual fundraising dinner in Washington, D.C., from Mitchell Delk of Freddie Mac. In my capacity as Honorary Finance Chairman, I solicited dozens of contributions from corporations that I felt would be interested in supporting the RGA's efforts.

I spoke to Mitch Delk on the phone, and he agreed to seek a contribution of \$250,000 from Freddie Mac to support the RGA. I suggested to Mitch that Freddie Mac split its contribution into two parts so that the company could participate in both the February dinner and the November annual meeting. During our conversation, Mitch reminded me that contributions from Freddie Mac were required to be used to support the RNC building fund. I told Mitch that I was aware of this and felt that the RGA was aware of this restriction as well.

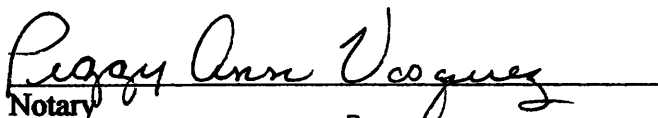
I received the first installment of the Freddie Mac contribution from Mitch with a letter instructing the RGA to apply the contribution to the appropriate accounts. I forwarded the check and the letter to Susan Nelson, the RGA Finance Director. This was my normal and customary manner of dealing with contributions to the RGA.

I had lunch with Mitch Delk at the Capital Grille in Washington, D.C., in October, and at that lunch, he gave me the Freddie Mac check for the remainder of the RGA contribution. The check was accompanied by a letter with instructions exactly like the letter that accompanied the first portion of the contribution. I forwarded this check and the letter to Susan Nelson at the RGA. After handing me the contribution and the letter of instruction, Mitch reiterated that the contribution was to support the RNC building fund only.


Wayne L. Berman

The District of Columbia:

This instrument was acknowledged before me this 1st day of June 2004.


Notary

Peggy Ann Vasquez
Notary Public, District of Columbia
My Commission Expires 04-30-2007

My Commission Expires

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